

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.

3 Dated: February 10, 2010

4 **2525 EAST CAMELBACK ROAD**
5 **SUITE 300**
6 **PHOENIX, ARIZONA 85016**
7 **TELEPHONE: (602) 255-6000**
8 **FACSIMILE: (602) 255-0192**



9 **REDFIELD T. BAUM, SR**
10 **U.S. Bankruptcy Judge**

11 Mark S. Bosco
12 State Bar No. 010167
13 Leonard J. McDonald
14 State Bar No. 014228
15 Attorneys for Movant

16 10-01060/0984000000003989353

17 **IN THE UNITED STATES BANKRUPTCY COURT**
18 **FOR THE DISTRICT OF ARIZONA**

19 **IN RE:**

20 **No. 2:09-bk-33026-RTBP**

21 **Robert M. Hughbanks and Jania D. Hughbanks**
22 **Debtors.**

23 **Chapter 7**

24 **M&I Marshall & Ilsley Bank**

25 **ORDER**

26 **Movant,**

(Related to Docket #17)

vs.

**Robert M. Hughbanks and Jania D. Hughbanks,
Debtors, William E. Pierce, Trustee.**

Respondents.

27 **Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed**
28 **Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,**
29 **and no objection having been received, and good cause appearing therefor,**

1 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed
2 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
3 property which is the subject of a Deed of Trust dated September 7, 2005 and recorded in the office of the
4 Yavapai County Recorder wherein M&I Marshall & Ilsley Bank is the current beneficiary and Robert M.
5 Hughbanks and Jania D. Hughbanks have an interest in, further described as:

6 LOT 9067, PRESCOTT VALLEY, UNIT NINETEEN, ACCORDING TO THE PLAT
7 RECORDED IN BOOK 15 OF MAPS, PAGES 45-48 RECORDS OF YAVAPAI COUNTY,
8 ARIZONA. EXCEPT ALL GAS, OIL, MINERALS AND PETROLEUM AS RESERVED IN
9 VARIOUS INSTRUMENTS OF RECORD.

10 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.

17 DATED this ____ day of _____, 2010.

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19 JUDGE OF THE U.S. BANKRUPTCY COURT
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